

Mr. ____

Amazon.com Services LLC

410 Terry Avenue North

Seattle, WA 98109

U.S.A.

Ref.: Offer Letter for **AMAZON SERVICES AUTHORIZED RESELLER AGREEMENT**.

Dear Sirs,

In representation of **Telecom Argentina S.A.**, an Argentinean company having a principal place of business at Alicia Moreau de Justo 50, Ciudad Autónoma de Buenos Aires (hereinafter called "Reseller") I hereby irrevocably submit for consideration of **Amazon.com Services LLC**, a limited liability company organized and existing under the laws of the Delaware, United States of America, having its registered address at 410 Terry Avenue North, Seattle, WA 98109, U.S.A. ("Amazon"), in the form attached hereto as Attachment I the following offer (the "Offer Letter") to enter into an Amazon Services Authorized Reseller Agreement.

The Offer Letter shall be considered accepted if Amazon delivers to Reseller during the time period of ninety (90) days after the receipt of this Offer Letter a notice of acceptance in the terms contained in Attachment II attached hereto (the "Notice of Acceptance"). In the event the Notice of Acceptance is not delivered within the term specified above, the Offer Letter shall be deemed rejected by Amazon, and may no longer be accepted by Amazon, even if Reseller does not revoke it expressly.

Once accepted, this Offer Letter and Attachment I attached hereto, including all exhibits, attachments and related policies, shall come into full force and effect in accordance with the terms hereof, and constitute the entire agreement between the Reseller and Amazon related to the Amazon Services Authorized Reseller Agreement (the "Agreement") as of the acceptance notice date (the "Effective Date") in connection with the subject matter hereof. Amazon and Reseller are also each referred to in this Offer Letter as a "Party" and, together, the "Parties".

Amazon or its Affiliates (each, an "**Amazon Entity**") may enter into separate Offer Addendums with Reseller and/or its Affiliates (each, a "**Reseller Entity**"). Each Offer Addendum and the Agreement together form a separate contract between the respective signing Amazon Entity and Reseller Entity, and references to Amazon or Reseller refer to such Amazon Entity or Reseller Entity. If terms in this Agreement and in an Offer Addendum conflict, the term in this Agreement will prevail unless the Offer Addendum specifically references and supersedes the conflicting term in this Agreement.

TELECOM ARGENTINA S.A.Signature 

Name Roberto Nobile

Attachment I

Authorized Reseller Agreement

1. Reseller Authorization.

1.1. Authorization. Subject to Reseller's compliance with this Agreement, during the Term, Amazon authorizes Reseller to sell the Amazon Services Subscriptions in the Territory through the Offer(s) set forth in an Offer Addendum. Reseller accepts this authorization.

1.2. Reseller Conduct. Reseller will conduct its activities in a professional and competent manner consistent with industry best practices. Without limitation, Reseller will: (i) comply with all applicable laws, regulations and governmental orders in Reseller's performance of the Agreement; (ii) maintain the good name and reputation of Amazon and the Amazon Services while promoting the Offers and related Amazon Services; and (iii) not engage in any illegal, false or deceptive acts or practices with respect to Reseller's business activities.

2. Fees and Payments.

2.1. Fees and Payments. Reseller will pay to Amazon the fee(s) specified in an Offer Addendum (the "**Fees**"). Fees exclude Indirect Taxes. Each month, Amazon will calculate and invoice Reseller Fees owed from the preceding month (the "**Amazon Invoice**"). Fees are calculated based on the number of Subscriptions activated on the Amazon Fuse Service for each Offer described in the applicable Offer Addendum.

2.2. Reseller will pay each Amazon Invoice within 30 days after the date of the invoice, amounts due from a Reseller Entity to an Amazon Entity under this Agreement may be deducted from or set off against any other amounts payable by an Amazon Entity to a Reseller Entity. Reseller will make payments by Electronic Funds Transfer ("**EFT**") to the bank account designated on the Amazon Invoice or, if EFT is not available to Reseller, by check to the address designated on the Amazon Invoice. Reseller will make payments in the functional currency stated in the Offer Addendum. In case of a conflict between the Amazon Invoice and an Offer Addendum, the Offer Addendum will control.

2.3. Invoice Dispute Resolution.

2.3.1. Right to Dispute Fees. Reseller will pay all undisputed Fees included on the Amazon Invoice. Only in the event that there is a 2% (or greater) discrepancy between the number of monthly active Subscriptions listed in an Amazon Invoice and the number of subscribers that accepted an Offer but did not activate the subscription, may Reseller, at its election, dispute the Amazon Invoice by providing written notice to Amazon within 15 calendar days after the date of the Amazon Invoice.

2.3.2. Resolution of Invoice Dispute. Amazon and Reseller will work in good faith and use commercially reasonable efforts to resolve each invoice dispute before the Amazon Invoice payment due date. If the dispute is not resolved prior to the payment due date, the parties will use the escalation process set forth in Section 2.3.3. **Error! No se encuentra el origen de la referencia..** Resolution of each dispute is final and Reseller will pay Amazon or Amazon will refund, as applicable, all remaining amounts

payable or refundable on the Amazon Invoice as agreed between the Parties using the escalation process within 30 calendar days after the resolution.

2.3.3. Escalation Process for disputed Amazon Invoices. Without limiting any rights or remedies available to either Party hereunder, the primary relationship contacts for the parties will first attempt to resolve any Amazon Invoice-related dispute. If the primary relationship contacts do not resolve the dispute within 14 days after beginning their efforts, then either party may escalate the dispute to senior executives designated by each party. The senior executives will confer by telephone, in person, or other appropriate means and use commercially reasonable efforts to resolve the escalated within 14 days following escalation.

3. Advertising, Marketing and Promotion of Offers.

3.1. Amazon Retail Price. As between the parties, Amazon has the sole right to determine the retail price for subscriptions and memberships to Amazon Services (the “**Amazon Retail Price**”). For the avoidance of doubt, Reseller shall have the right to determine at its sole discretion the retail price for selling the Amazon Services to its subscribers. To the extent permitted under applicable laws, the then-current Amazon Retail Price set forth in an Offer Addendum or provided to Reseller by Amazon will be the suggested retail price for the Amazon Service sold by Reseller. Reseller will include the then-current Amazon Retail Price as the value of the Amazon Service in all Advertising Materials. Reseller will update all Advertising Materials to reflect the new Amazon Retail Price within 30 calendar days upon notice from Amazon of a change in the Amazon Retail Price. Reseller may satisfy its obligations under this section by listing the Amazon Retail Price as a “suggested retail price” or the “retail value” in small font disclaimers in the Advertising Materials; provided, however, that the disclaimers must be legible.

3.2. Amazon Marketing Requirements. Reseller represents and warrants that all Advertising Materials and Offers will comply with this Agreement, all applicable laws, the Amazon Services Marketing Requirements and Service Terms. Amazon may update the Amazon Services Marketing Requirements and Service Terms in its sole discretion and notify Reseller of the updates. Without limiting the foregoing, in all Advertising Materials Reseller will display Amazon’s Trademarks separately from, and as favorably and prominently as the logos of other third party services. Reseller will provide Amazon at least 10 Business Days to review and approve (at Amazon’s sole discretion) all Advertising Materials used by Reseller. Reseller will not modify the Advertising Materials in any way without Amazon’s prior written approval. Any non-Amazon product or service included in an Offer is subject to Amazon’s prior written approval. To maintain the validity of Amazon Trademarks and protect the associated goodwill, Amazon may inspect Reseller’s use of Amazon Trademarks (including without limitation distributed Advertising Materials) with reasonable prior written notice to Reseller.

3.3. Amazon Trademark License. Amazon grants Reseller a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license during the Term to display, publish and reproduce Amazon Trademarks solely in the Advertising Materials and in accordance with the Amazon Services Marketing Requirements, and only as approved by Amazon according to Section 3.2. Amazon may, by giving notice

to Reseller, revoke the foregoing license immediately upon any noncompliance with this Agreement (including the Amazon Services Marketing Requirements).

3.4. Reseller License. Reseller grants to Amazon a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license during the Term to display, publish and reproduce Reseller Trademarks solely for use in connection with Amazon's advertising (if any) of Offer(s), customer communications regarding Offer(s), and to otherwise fulfill Amazon's obligations under this Agreement, solely in accordance with Reseller's Trademarks usage guidelines as informed in writing to Amazon by Reseller, and only as approved in writing by Reseller within 15 Business Days following Amazon's request. Reseller may, by giving notice to Amazon, revoke the foregoing license immediately upon any material noncompliance with Reseller's Trademarks usage guidelines informed to Amazon in writing by Reseller, being sufficient such information via email.

3.5. Marketing Activities. In addition to any marketing obligations described in an Offer Addendum, the Parties may agree that Reseller will provide any of the following marketing activities: (i) consistent premium marketing in retail stores, (ii) continuous employee and representative training; (iii) continuous digital marketing to potential and current customers, including without limitation, push notifications and SMS messages; and (iv) continuous marketing in the channels designated in the Offer Addendum) (collectively, "**Marketing Activities**").

4. Quarterly Business Reviews. Reports

4.1 Reseller will provide the following reports with respect to each Offer:

4.1.1. Offer Report. At least 10 Business Days before launching any marketing campaign, Reseller will deliver to Amazon a report specifying: (i) the types of Advertising Materials to be used in the campaign; (ii) the marketing channels for each Offer; (iii) the projected customer reach of the marketing campaign; and (iv) other information or documentation reasonably requested by Amazon.

4.1.2. Monthly Activation Report. Within 2 Business Days after the end of each calendar month, Reseller will deliver to Amazon a report that includes for that week: (i) the number of Reseller customers eligible for each Offer; (ii) the number of customers who signed-up for each Offer but have not subscribed to the Amazon Service and (iii) the number of Subscribers for each Offer (where such reporting is not available from the Integrator).

4.1.3. Quarterly Marketing Report. Within 7 Business Days after the end of each calendar quarter, Reseller will deliver to Amazon a report including: (i) a description of each Offer; (ii) Reseller's Offer-related marketing activities; (iii) expenditure details of Reseller's Offer-related marketing activities; (iv) the marketing channels and customer reach of Reseller's Offer-related marketing activities; and (v) any other Offer-related marketing information reasonably requested by Amazon.

4.2. Quarterly Business Reviews. Executives of the parties shall meet at least quarterly to review and discuss: (i) customer-related issues, including coordinating messaging to Subscribers when their

Subscriptions are suspended or cancelled; (ii) technology-related issues, including outages (e.g., with Amazon Fuse, the Integrator Systems, or Reseller Systems); (iii) Reseller's Offer-related marketing initiatives and related expenditures; (iv) cancellation rates; (v) circumstances that may adversely affect Reseller's ability to achieve the Minimum Guarantee; and (vi) any other Offer-related issues. Notwithstanding the foregoing, either party may raise any of the issues described in this Section before a quarterly business review.

5. Reseller Obligations.

5.1. Integration. In the event Reseller will provide customer billing, payments and subscription management as part of an Offer ("**Subscription Management**"), Reseller will comply with the Amazon Fuse Integration Guide and related documentation provided by Amazon to Reseller (collectively, "**Fuse Documentation**"). Reseller will perform the Subscription Management until the Subscription Management Transition described in Section 5.3. Amazon may update the Fuse Documentation in its sole discretion with written notice to Reseller. Reseller will use the Integrator specified in an Offer Addendum to connect to the Amazon Fuse Service. The parties' technical teams will work in good faith with the Integrator to perform their respective obligations under this Agreement (including, if necessary, modifying the Fuse Documentation). Reseller will maintain all necessary technical connections between Reseller Systems and Integrator Systems to access and use the Amazon Fuse Service to perform Subscription Management. Amazon is not liable for the acts or omissions of the Integrator. Reseller may, but is not obligated to, enter into an agreement directly with the Integrator. Unless Reseller complies, and remains in compliance, with its obligations under this Section 5.1, Amazon has no obligation to and will not fulfill any requests for Subscriptions described in an Offer Addendum.

5.2. Daily Reconciliation. Each day, Reseller will deliver to the Integrator (via an Integrator-designated S3 bucket) dialing Subscription activity including: (i) the number of Reseller customers that have signed-up for the Offer but have not activated a subscription to the Amazon Service; (ii) the number of active Subscriptions; and (iii) the number of cancelled or suspended Subscriptions (the "**Reconciliation Data**"). Reseller will cause Integrator to deliver a report to Amazon, in a format approved by Amazon, that resolves any discrepancies between the Reconciliation Data and the number of active Subscriptions recorded on Amazon. Reseller will provide all support reasonably requested by Integrator to facilitate the Subscription reconciliation.

5.3. Subscription Management Transition. Reseller will facilitate the transition of the Subscription Management for each Subscription to Amazon (i) according to the schedule specified in the Offer Addendum or, if earlier (ii) during the Wind-down Period described in Section 7.3 (the "**Subscription Management Transition**").

5.4. Customer Support. During the time Reseller is performing Subscription Management, Reseller will refer all customer service requests regarding the Amazon Services to Amazon for handling. Reseller will remain responsible for all customer service requests regarding Reseller's services, including any questions or disputes regarding billing or payment for Amazon Services. The parties agree to use commercially reasonable efforts to resolve complaints from Subscribers.

6. Subcontractors. Reseller will not subcontract, assign or otherwise transfer any of Reseller's rights, duties and obligations under this Agreement to any third party agent, sub-agent, vendor, independent

contractor or similar person (each a “**Subcontractor**”) ,except to: (I) an Integrator under Section 5.1; (ii) the following company with which Reseller subcontracts its obligations under this Agreement and is authorized subcontractor hereunder: Agile Content Inversiones SL; or (iii) with Amazon’s prior written consent, which shall not be unreasonably withheld or delayed. Reseller will remain exclusively and fully liable to Amazon for the Subcontractor’s performance of Reseller’s obligations. All Subcontractors will be representatives, employees, agents or independent contractors of Reseller, not Amazon.

7. Term; Termination and Wind-down Period.

7.1. Term. This Agreement continues for 2 years from the Effective Date (the “**Initial Term**”), and renews automatically for one year periods until terminated by either party in accordance with Section 7.2 (the “**Term**”).

7.2. Termination.

7.2.1. After the Initial Term, either party may terminate this Agreement or any Offer Addendum at any time by providing 60days’ written notice to the other party. In the event Reseller terminates this Agreement or an Offer Addendum pursuant to this Section 7.2.1., Reseller will remain liable for any True-up Payment(s) which will not be prorated, and which be calculated as of the effective date of termination.

7.2.2. This Agreement, including all Offer Addendums, will terminate immediately if a party: (i) files or is subject to a petition for voluntary or involuntary bankruptcy or other insolvency; (ii) makes or seeks to make a general assignment for the benefit of creditors; (iii) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its business or assets; or (iv) attempts to wind down or terminate its business.

7.3. Wind-down Period. Reseller will have 30 calendar days (or such other time period as may be provided in an Offer Addendum) to (i) cease marketing and selling Subscriptions, providing any activation process to customers for Amazon Services, initiating any Offers or distributing any Advertising Materials (the “**Wind-down Period**”); and (iii) destroy all Advertising Materials in Reseller’s possession or control. During the Wind-down Period, Reseller will cause Reseller’s distribution channels to cease distributing previously-provided Advertising Materials.

7.3.1. Unless otherwise agreed to by the parties, during the Wind-down Period and for 60 days following the Wind-down Period, Reseller will (i) continue to perform Subscription Management and (ii) timely communicate information about the Subscription Management Transition to Subscribers and provide Subscribers a mechanism to provide payment or other information needed by Amazon to facilitate the transition of Subscription Management activities to Amazon (the “**Subscription Managemnt Transition**”).

7.3.2. During and after the Wind-down Period, Amazon or its Affiliates may contact Subscribers to facilitate the Subscription Management Transition and will keep Reseller informed of the existence and message of such communications.

8. Suspension of Amazon Services and Related Offers. If Amazon or its Affiliates face actual or potential claims, liability or reputational harm in connection with Reseller’s distribution or advertising of any Amazon Service, Amazon may immediately suspend Reseller’s Offers and use of any Advertising

Materials with notice to Reseller with no liability to Reseller as a result of any suspension, except for such advertising that has been produced or approved by Amazon. If a suspension occurs, Reseller will suspend relevant Offers and remove all applicable Advertising Materials promptly (but no later than 5 days after suspension for online and digital advertising, and 5 days after suspension for all other advertising or marketing). Any suspension by Amazon will remain in effect until Amazon notifies Reseller otherwise in writing. In the event of a suspension, the parties will work together to mitigate any negative end user experiences for then-current Subscribers.

9. Confidentiality; Customer Data; Privacy.

9.1. Confidentiality. The parties entered into a Mutual Nondisclosure Agreement (the “**NDA**”), with the effective date listed on the Cover Sheet. The terms of this Agreement and any information derived in connection with the Agreement constitute “**Confidential Information**” under the NDA. Without Amazon’s prior written approval (to be provided or withheld at Amazon’s sole discretion), Reseller will not issue any press release or make any other public disclosures concerning this Agreement or the parties’ relationship, including as to content, channel and timing of Offers. During and after the Term, Reseller will not, directly or indirectly, use, disclose, sell or sublicense any information derived in connection with the Agreement to target advertisements, communications, or other promotional activities or for any other purpose, on the basis of the individual being an Amazon customer. For the avoidance of doubt, this Section does not prohibit either party from contacting its own customers, even if any such customers are also customers of the other party.

Customer Data and Information. Reseller will not collect, use, disclose, or retain information or data from a customer’s activation, use or cancellation of a Subscription or use of an Amazon Service except as necessary to perform Reseller’s obligations under this Agreement and for no other purpose, in compliance with Reseller’s privacy policy and all applicable laws, rules, and regulations and having first obtained and continuing to maintain all necessary consents or legal justifications under applicable law. Each of the Parties is the owner of their personal databases and is responsible for their lawful treatment in accordance with the terms of the Personal Data Protection Law in Argentina (Ley 25.326, Provision 60-E / 2016 and Ley 26.951 and any other laws, rules or regulations that complement or modify them).

10. Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it with respect to the transactions and payments under the Agreement. All Fees payable by Reseller are exclusive of applicable current or future taxes and duties, including value added taxes (“VAT”), goods and services taxes (“GST”), excise taxes, sales and transaction taxes, turnover taxes, gross receipts taxes or other similar taxes (“**Indirect Taxes**”). Reseller will provide to Amazon information as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from Reseller. All payments made by Reseller to Amazon under the Agreement will be made free and clear of any deduction, except for the applicable withholding tax. If, according to current or future regulations, any withholding tax, should apply to any payment made by Reseller to Amazon, Reseller will deduct or withhold such taxes from the amount payable to Amazon and timely pay the full amount deducted or withheld to the appropriate taxing authority. As soon as practicable after payment of such taxes by Reseller to the appropriate taxing authority, Reseller shall deliver to Amazon documentary

evidence of such payment in a form that is reasonably satisfactory to Amazon. Upon request, Amazon will provide Reseller with the tax forms reasonably necessary to reduce or eliminate the amount of any withholding or deduction for taxes for payments made under the Agreement. For any payments made under this Agreement, Reseller will provide Amazon with a valid exemption certificate, reseller certificate, or equivalent information acceptable to the relevant taxing authority, in which case, Amazon will not charge and/or collect any and all taxes covered by such certificate. With respect to sales of Amazon Services to customers, including Subscribers, in the Territory, Reseller will (i) be solely responsible for timely applying, calculating, accounting and reporting on such sale; (ii) comply with any other applicable reporting obligation; and (iii) invoice, collect and pay to the competent tax authority any Indirect Taxes applicable in respect of any taxable supply to customers under the Agreement. The parties agree that in the event Reseller is legally required to and actually pays an Argentinian taxing authority a turnover tax for the Amazon Services, Reseller will provide Amazon with 30 days' notice of its intent to do so. Following such notice, Reseller may deduct such applicable turnover tax from its payments to Amazon. Amazon's failure to reflect the applicable turnover tax in its invoices to Reseller will not excuse any failure by Reseller to pay all amounts due, excepts for amounts attributable to the turnover tax. As soon as practicable after Reseller's payment of any turnover tax, Reseller shall deliver to Amazon documentary evidence of such payment in a form that is reasonably satisfactory to Amazon.

11. Indemnification.

11.1. By Each Party. To the fullest extent permitted by law, each party will defend, indemnify, and hold harmless the other party, its Affiliates and their respective directors, officers, employees and representatives (collectively, "**Representatives**") against all loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") in connection with any third-party allegation, claim, lawsuit, judgment, or proceeding (a "**Claim**") to the extent resulting from the Indemnifying Party's: (i) alleged or actual breach of Section 9 (Confidentiality; Customer Data; Privacy) of this Agreement; (ii) failure to comply with applicable laws in performing its obligations or exercising its rights under this Agreement; or (iii) gross negligence or willful misconduct in performing its obligations or exercising its rights under this Agreement.

11.2. By Reseller. Reseller will defend, indemnify, and hold harmless Amazon, its Affiliates and their respective Representatives (collectively, "**Amazon Indemnitees**"), against all Losses in connection with any third party Claim to the extent such Claim results from Reseller's Offers or the distribution, advertising, marketing, promotion or sale of the Amazon Services, and any Advertising Materials except in each case to the extent caused by Amazon's breach of this Agreement.

11.3. By Amazon. Amazon will defend, indemnify, and hold harmless Reseller, Reseller's Affiliates and their respective Representatives (collectively, "**Reseller Indemnitees**"), against all Losses in connection with any third party Claim to the extent such Claim directly results from (i) Amazon's violation of consumer protection laws in Argentina in Amazon's delivery of Prime Video to consumers, excluding any consumer protection violations related to Reseller's marketing or billing of the applicable Offer; or (ii), infringement or violation of any intellectual property right by Reseller Indemnitee's arising solely from a Reseller Indemnitee's authorized use of Amazon's Trademarks, except in each case to the extent caused by Reseller's breach of the Agreement.

11.4. Procedure. For any Claim, the party claiming indemnification (“**Indemnified Party**”) will: (i) give the party obligated to indemnify (“**Indemnifying Party**”) prompt written notice of the Claim (but any delay in notice will not relieve Indemnifying Party of its indemnification obligations except to the extent the delay impairs its ability to defend such Claim); (ii) cooperate reasonably with Indemnifying Party (at Indemnifying Party’s expense) in the defense and settlement of the Claim; and (iii) permit Indemnifying Party to control the defense and settlement of the Claim, provided that (x) Indemnifying Party will not settle the Claim without Indemnified Party’s prior written consent (which will not be unreasonably withheld or delayed), and (y) Indemnified Party (at its cost) may participate in the defense and settlement of the Claim with counsel of its own choosing. In settling any Claim, Indemnifying Party will not make any admission on behalf of Indemnified Party or agree to any terms or conditions that reasonably could cause any admission by, or impose any liability upon, Indemnified Party.

12. Warranty Exclusion; Limitation of Liability. THE AMAZON SERVICES, SUBSCRIPTIONS, AND THE AMAZON FUSE SERVICE ARE PROVIDED AS-IS. AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMAZON SERVICES, SUBSCRIPTIONS, THE AMAZON FUSE SERVICE, OR ANY AMAZON PRODUCTS, APPLICATIONS, CLIENTS OR WEB SITES RELATED TO THE AMAZON SERVICES, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT OR THE NDA, AND RESELLER’S OBLIGATION TO PAY FEES DUE UNDER THIS AGREEMENT, IN NO EVENT WILL (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, AND (II) EITHER PARTY’S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO AMAZON UNDER THIS AGREEMENT FOR THE 12 MONTH PERIOD PRECEDING THE CLAIM.

13. Relationship of the Parties. This Agreement does not create a partnership, joint venture, or agency relationship between the parties. The parties are independent contractors, and neither has the authority to bind the other with respect to any third-party.

14. Force Majeure. A party will not be liable to the other party for failure to perform any of its obligations (other than any payment obligation) if the failure is caused by fire, strikes, labor disputes, civil disturbances, riot, war, terrorism, Acts of God, ordinances, laws or government action, or other similar contingency beyond the reasonable control of that party (a “**Force Majeure Event**”), as long as the non-performing party promptly provides written notice of the circumstances to the other party and diligently attempts to resume performance.

15. Anti-Corruption. Neither party, either directly or indirectly, will pay bribes or other illegal payments to anyone, whether in dealings with governments or the private sector. Neither party will violate or knowingly permit anyone to violate any applicable anti-corruption laws in performing under this Agreement. Without limiting the foregoing, neither party will give anything of value, directly or indirectly, to government officials to obtain or retain business. Either party may immediately terminate or suspend performance under this Agreement if the other party breaches this Section. Each party will maintain true,

accurate and complete books and records concerning any payments made by it to a third-party under this Agreement (including on behalf of the other party) in accordance with its document retention policy and applicable law.

16. Trade Compliance.

16.1. Reseller represents and warrants that Reseller and Reseller's financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including without limitation the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

16.2. Some of the software, technology or related information that Reseller and its employees or contractors may have access to may be subject to export control laws and regulations (the "**Export Controlled Materials**"). Reseller will not, without prior written approval from Amazon, allow any of its employees or contractors to have access to or use of any Export Controlled Materials if such access or use would require an export license.

17. Entire Agreement. This Agreement, together with its attachments, policies, and related Offer Addendums, constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties.

18. Governing Law. This Agreement is governed by the laws of the State of New York, without reference to conflict of law rules or principles. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in New York City, NY, for any dispute arising out of or relating to this Agreement.

19. Survival. Sections 2 (Amazon Retail Price; Fees and Payment), 7 (Term and Wind-down Period), 9 (Confidentiality; Customer Data; Privacy), 10 (Taxes), 11 (Indemnification), 12 (Warranty Exclusion; Limitation of Liability), 18 (Governing Law), 19 (Survival) and 20 (Miscellaneous) will survive termination or expiry of this Agreement.

20. Miscellaneous.

18.1. All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by electronic mail, or registered or certified mail (return receipt requested) to the address specified below or on the Offer Addendum, as applicable. A party may change its notice address by giving the other party written notice of the change.

(i) in respect of Reseller at:

General Hornos 690, CABA, Argentina

Attn: Antonio Álvarez

Email Address: fgcanonigo@teco.com.ar; ajalvarez@teco.com.ar and vdonofrio@teco.com.ar

and

(ii) in respect of Amazon at:

Amazon.com Services, LLC

410 Terry Avenue N

Seattle, Washington

Attn: General Counsel

Email Address: **contracts-legal@amazon.com**

18.2. Reseller will not assign the Agreement (or any of Reseller's rights or obligations under this Agreement) without Amazon's prior written consent. Any attempt to assign in violation of this Section is void. Amazon may assign this Agreement (or any of its rights and obligations under this Agreement or any Offer Addendum): (i) to any of its Affiliates; or (ii) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. Each party may grant approvals under this Agreement via email. Except as otherwise specified in this Agreement, this Agreement may not be amended or modified except by written instrument signed by authorized representatives of both parties. This Agreement may be executed in one or more counterparts, which, when taken together, will constitute a single original instrument.

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A handwritten signature in black ink, appearing to be "Choi", is located in the lower-left quadrant of the page.

Attachment I.A**DEFINITIONS**

In this Agreement:

“Advertising Materials” means all marketing, advertising and promotional material and communications related to marketing, advertising and promoting the Subscriptions and related Amazon Services, including, without limitation, print materials, radio ads, television commercials, billboards, bus wraps, SMS, emails, websites, offer landing pages, customer bills, customer communications, web banners, tweets, and social media posts.

“Affiliate” of a party means an entity that directly or indirectly controls, is controlled by, or is under common control with that party.

“Amazon Fuse Service” means Amazon’s subscription management service that enables third parties to entitle and bill their customers for Amazon Services, and which may be integrated with the third party’s payment processing systems via the Integrator Systems.

“Amazon Services” means products and services that Amazon or its Affiliates offer on a membership or subscription basis.

“Amazon Services Marketing Requirements” means, collectively, all Amazon brand and marketing guidelines for Amazon Services, including, without limitation the Amazon Fuse Partner Marketing Go-To-Market Guide and Amazon Trademark Usage Guidelines, made available to Reseller by Amazon by email or at <https://www.amazonfusecenter.com> (or such other URL designated by Amazon).

“Amazon Trademarks” means all registered or unregistered rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case solely applicable to the Amazon Services listed in an Offer Addendum.

“Amazon Trademark Usage Guidelines” means the guidelines specified in Attachment I.C.

“Business Day” means Monday through Friday, excluding US public holidays.

“Integrator” means a third-party provider of billing and subscription management integration and related services as designated by Amazon and referenced in an Offer Addendum.

“Integrator Systems” means an Integrator’s electronic systems that form the technical connection between Reseller’s payment systems and the Amazon Fuse Service, including any software and other intellectual property rights utilized in such electronic systems.

“Minimum Guarantee” is defined in an Offer Addendum.

“Offer” means Reseller’s offering to sell a subscription to an Amazon Service in the Territory as described in an Offer Addendum.

“Offer Addendum” means a customer offering addendum, substantially in the Form of Attachment I.B, that specifies commercial terms for Reseller’s Offer for one or more Amazon Services.

“Reseller Systems” means Reseller’s electronic systems that form the technical connection between Reseller’s payment systems, the Integrator Systems, and the Amazon Fuse Service, including any software, hardware and related technology necessary to operate such electronic systems.

“Reseller Trademarks” means Reseller trademarks and Reseller logos and any other marks that Reseller provides to Amazon in writing for the purposes of this Agreement.

“Service Terms” means Amazon’s marketing and promotion terms applicable to an Offer, and any terms of use of an Amazon Service as notified by Amazon to Reseller.

“Subscriber” means a person who: (i) Amazon deems eligible to subscribe to an Amazon Service; (ii) meets all requirements of an Offer for the Amazon Service; (iii) activates the Amazon Service using their Amazon customer account and the Amazon Fuse Service; and (iv) when applicable, agrees to let Reseller collect payment for the Amazon Service through Reseller’s invoice.

“Subscription” means a subscription or membership to an Amazon Service activated by a Subscriber.

“Territory” is defined in an Offer Addendum.

A handwritten signature in black ink, appearing to be 'C. Wolf' or similar, written in a cursive style.

Attachment I.B

FORM OF OFFER ADDENDUM

Separately attached

A handwritten signature in black ink, appearing to be "Cholif", is located in the lower-left quadrant of the page.

Amazon.com Services, LLC

410 Terry Avenue North

Seattle, WA 98109

U.S.A.

Ref.: Offer Letter for Offer Addendum N° []

Dear Sirs,

In representation of **Telecom Argentina S.A.**, an Argentinean company having a principal place of business at Alicia Moreau de Justo 50, Ciudad Autónoma de Buenos Aires (hereinafter called "Reseller") I hereby irrevocably submit for consideration of Amazon.com Services, LLC ("Amazon"), in the form attached hereto as Exhibit I the following offer (the "Offer Letter") to enter into an Offer Addendum to the Amazon Services Authorized Reseller Agreement entered into by and between Amazon and Reseller on August 16, 2021 (the "Agreement").

The Offer Letter shall be considered accepted if Amazon delivers to Reseller during the time period of fifteen (15) days after the receipt of this Offer Letter a notice of acceptance in the terms contained in Exhibit II attached hereto (the "Notice of Acceptance"). In the event the Notice of Acceptance is not delivered within the term specified above, the Offer Letter shall be deemed rejected by Amazon, and may no longer be accepted by Amazon, even if Reseller does not revoke it expressly.

Once accepted, this Offer Letter and Attachment I attached hereto shall come into full force and effect in accordance with the terms hereof, and together with the Agreement and any amendments, exhibits, or attachments constitute the entire agreement between the Reseller and Amazon related to the Authorized Reseller Agreement as of the acceptance notice date (the "Effective Date") in connection with the subject matter hereof. Amazon and Reseller are also each referred to in this Offer Letter as a "Party" and, together, the "Parties".

TELECOM ARGENTINA S.A.

Signature: _____



Name: Roberto Nobile

EXHIBIT I**PRIME VIDEO OFFER ADDENDUM NO. []****to****AUTHORIZED RESELLER AGREEMENT**

This Offer Addendum No. [] (“**Offer Addendum**”) is effective as of TBD and is entered into under and incorporates the terms and conditions of the Authorized Reseller Agreement referenced below (the “**Agreement**”). If an Amazon Affiliate or Reseller Affiliate enters into this Offer Addendum, each respective Affiliate hereby becomes a party to the Agreement, and references to “Amazon” and “Reseller” will be references to the Amazon eEntity and the Reseller and Reseller Entities listed below. In addition to this Offer Addendum, Amazon may request additional documentation or information regarding each Offer during the Amazon Fuse Service onboarding process and prior to the launch of any marketing campaign for an Offer. Capitalized terms used but not defined in this Offer Addendum shall have the same meaning assigned to them in the Agreement.

| | |
|---------------------------------------|------------|
| OFFER ADDENDUM EFFECTIVE DATE: | TBD |
|---------------------------------------|------------|

1. **Agreement:**
2. **Commercial Launch Date:**
3. **Offer Period:**
4. **Territory:**
5. **Amazon Service:**
6. **Offer.**

A. Offer Description:**B. Offer Pricing:**

Monthly, for each Subscription, Reseller will pay Amazon an amount equal to the then-current Amazon Retail Price minus the Wholesale Discount set forth in Table 1 (the “**Wholesale Price**”). The Wholesale Price for each Subscription as of the Order Form Effective Date is set forth in Table 1.

| <u>Table 1: Offer Pricing</u> | | | | |
|--------------------------------------|----------------------------|---------------------------|------------------------|----------------------------------------|
| Subscription Period | Amazon Retail Price | Wholesale Discount | Wholesale Price | Duration of Subscription Period |
| Promotional Period | | | | |
| Add-on Period | | | | |

C. Offer Channel:

D. Subscription Management:

7. Offer Marketing.

A. Marketing Channels:

B. Marketing Commitment:

8. Minimum Guarantee and True-up.

A. Minimum Guarantee:

B. True-up Payment:

9. App Distribution Agreement (Video):

10. Integrator:

11. Additional provisions (if any):

A handwritten signature in black ink, appearing to be 'Chief' or similar, written in a cursive style.

Exhibit II

FORM OF NOTICE OF ACCEPTANCE

[Place], [Date]

To: _____

Telecom Argentina S.A.

Alicia Moreau Justo 50

Ciudad Autónoma de Buenos Aires

República Argentina

Ref.: Offer Letter for Offer Addendum N° []

Dear Sirs:

This letter is an irrevocable acceptance of the letter sent by Telecom Argentina S.A. dated _____,
Reference "Offer Letter for Offer Addendum N° []".

Regards,

.....

A handwritten signature in black ink, appearing to be 'C. L. J.', is written over a faint circular stamp.

Attachment I.C**AMAZON TRADEMARK USAGE GUIDELINES**

These Guidelines apply to your use of AMAZON trademarks and AMAZON logos and any other marks that Amazon provides to Reseller in writing (each the “**Trademark**” and collectively the “**Trademarks**”) in materials that have been approved in advance by Amazon.com, Inc. and/or its affiliates (“**Amazon**”).

Strict compliance with these Guidelines is required at all times, and any use of a Trademark in violation of these Guidelines will automatically terminate any license related to your use of the Trademarks.

1. You may use the Trademark solely for the purpose expressly authorized by Amazon and your use must: (i) comply with the most up-to-date version of all agreement(s) with Amazon regarding your use of any of the Trademarks (collectively “**Agreements**”); (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Trademark.
2. Amazon will supply an approved Trademark image for you to use. You may not alter the Trademark in any manner, including but not limited to, changing the proportion, color, or font of the Trademark, or adding or removing any element(s) from the Trademark.
3. You may not use the Trademark in any manner that implies sponsorship or endorsement by Amazon other than by using the Trademark as specifically authorized under this Agreement.
4. You may not use the Trademark to disparage Amazon, its products or services, or in a manner which, in Amazon’s sole discretion, may diminish or otherwise damage or tarnish Amazon’s goodwill in the Trademark.
5. The Trademark must appear by itself, with reasonable spacing between each side of the Trademark and other visual, graphic or textual elements. Under no circumstance should the Trademark be placed on any background which interferes with the readability or display of the Trademark.
6. Unless instructed otherwise in writing by Amazon, you must include the following statement in any materials that display the Trademark: *“Amazon and all related logos are trademarks of Amazon.com, Inc. or its affiliates.”* Note: if any additional Trademarks are used in copy, please include them in the attribution.
7. You acknowledge that all rights to the Trademark are the exclusive property of Amazon, and all goodwill generated through your use of the Trademark will inure to the sole benefit of Amazon. You will not take any action that is in conflict with Amazon’s rights in, or ownership of, the Trademark.

Amazon reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved Trademarks at any time and to take appropriate action against any use without

permission or any use that does not conform to these Guidelines. If you have questions about these Guidelines, please contact trademarks@amazon.com for assistance.

A handwritten signature in black ink, appearing to be 'Chif' or similar, located in the lower-left quadrant of the page.

Attachment II

FORM OF NOTICE OF ACCEPTANCE

[AMAZON'S LETTERHEAD]

[Place], [Date]

To: _____

Telecom Argentina S.A.

Alicia Moreau Justo 50

Ciudad Autónoma de Buenos Aires

República Argentina

Ref.: Offer Letter for **AMAZON SERVICES AUTHORIZED RESELLER AGREEMENT**

Dear Sirs:

This letter is an irrevocable acceptance of the letter sent by Telecom Argentina S.A. dated _____,
Reference "Offer Letter for **AMAZON SERVICES AUTHORIZED RESELLER AGREEMENT**".

Regards,

Amazon.com Services LLC

